



City of Richmond

Memorandum Deputy CAO's Office

To: Mayor and Councillors

Date: July 20, 2026

From: Peter Russell
Director, Housing

File: 08-4057-05/2025-Vol 01

Re: Aster Place – Memorandum of Understanding

This memorandum provides information pertaining to a Memorandum of Understanding (MOU) between the City, BC Housing, and Community Builders. The MOU, included as Attachment 1, pertains to the operation of 40 units of supportive housing on the City-owned lands at 2520, 2540, 2560, 2600 and 2640 Smith Street. The site ('Aster Place'), is operated by Community Builders with funding from BC Housing. The MOU sets out expectations for building management, security, property maintenance, and other operational matters, and defines Community Builders' responsibilities for tenant selection, tenant conduct, and complaint response.

Prior to the opening of Aster Place in 2023, BC Housing implemented measures to establish a Community Advisory Committee (CAC) as referenced in the MOU. This CAC is intended to bring agency partners and community representatives together to discuss concerns and suggestions related to issues that may have a negative impact on the neighbourhood. Staff meet with BC Housing staff monthly to discuss opportunities to advance housing development along a housing continuum. These meetings are also used to discuss the ongoing operation of housing, including Aster Place, situated on City-owned lands. Since the opening of Aster Place, staff have received limited feedback from the community or been made aware of substantive matters requiring inter-agency review. As a result, meetings of the CAC have not been called and presentations to Council have not been necessary as contemplated by the MOU.

Notice of the current Temporary Use (TUP) application was circulated on May 1, 2026. Before the related General Purposes Committee meeting on June 15, 2026, only one piece of correspondence had been received. The correspondence was received from a resident and business owner living within proximity to Aster Place. Staff from the City and Community Builders subsequently met with the commenter to better understand her interests and concerns, which involved instances of trespass, theft, open drug use, and area disturbance. Community Builders staff encouraged the commenter to contact Aster Place staff, who are available 24/7, to investigate and assist with complaints.

For residents who no longer require ongoing supports, BC Housing looks to facilitate successful transitions by leveraging rent supplements to improve affordability in the private market or by connecting individuals to affordable housing options along the housing continuum. The City, working in partnership with BC Housing, non-profit housing operators, and others engaged in

July 20, 2026

- 2 -

residential development similarly seeks out opportunities to build housing that caters to the diverse needs of all Richmond residents. Adding housing supply along a housing continuum requires the involvement of all levels of government as well as those engaged in the residential development industry.

Peter Russell
Director, Housing

PR:

Att: 1: Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") dated effective the 16, day of JULY, 2021 is made

AMONG:

CITY OF RICHMOND

(the "City");

AND:

**BRITISH COLUMBIA HOUSING MANAGEMENT
COMMISSION**

(the "Commission");

AND:

COMMUNITY BUILDERS

("Community Builders").

WHEREAS:

- A. The City owns the lands located at 2520, 2540, 2560, 2580, 2600, and 2640 Smith Street and 9031 Bridgeport Road, Richmond, BC (the "Lands");
- B. The Commission, Community Builders, and the City intend to construct, collectively, 40 units of affordable rental housing upon all or portions of the Lands (the "Housing Development"), and provide rental housing and other support services at the Housing Development for homeless persons or persons at risk of homelessness (collectively the "Services");
- C. The Commission and Community Builders intend to enter into an operator agreement (the "Operator Agreement"), whereby Community Builders will manage and operate the Housing Development and provide the Services;
- D. Community Builders wishes to demonstrate to the citizens of the City of Richmond its desire to be a responsible corporate citizen;
- E. The Commission wishes to demonstrate its commitment to providing safe, affordable rental housing for individuals experiencing homelessness or at risk of homelessness, as part of the Province of British Columbia's Rapid Response to Housing Program;
- F. The City wishes to promote the City of Richmond as a vibrant, safe and attractive community for the enjoyment of everyone, including residents, visitors, businesses and their employees, and strives to be the most appealing, livable, well-managed community in Canada;

- G. The parties believe the acceptance of the terms of this MOU are relevant to the acceptance of the Housing Development by the owners and occupants of neighboring properties;
- H. It is in the best interests of each party to enter into this MOU to set out the roles, responsibilities and expectations of each party in the operation of the Housing Development; and
- I. The purpose of this MOU is to set out the basic business terms and conditions upon which the Commission and Community Builders would be prepared to recommend to enter into an agreement regarding the Housing Development.

NOW THEREFORE, in consideration of the covenants, representations and agreements herein contained, the payment of the sum of \$10.00 by each party to each other party hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1. **Management.** Community Builders covenants and agrees to do all of the following:
 - a. to manage the Housing Development to professional standards;
 - b. to operate the Housing Development 24 hours a day, 365 days a year;
 - c. to have at least two Community Builders staff members on duty at the Housing Development at all times, on a 24 hours a day, seven days a week basis;
 - d. to operate the Housing Development and Lands in compliance with all applicable federal, provincial and municipal laws, statutes, orders, instruments and bylaws, including, without limitation, the City's Rental Premises Standard of Maintenance Bylaw 8159, the City's Unsightly Premises Regulation Bylaw 7162 and the City's Noise Regulation Bylaw No. 8856;
 - e. to monitor the health, wellbeing and conduct of all of the Housing Development's tenants; and
 - f. to monitor the activity of the Housing Development's tenants and guests in outdoor spaces at the Lands, to help ensure that the Housing Development's tenants and guests do not disturb the peace, quiet and enjoyment of the neighbourhood.
- 2. **Security**
 - a. Community Builders covenants and agrees that:
 - i. it will not knowingly permit any criminal activity at the Housing Development or on the Lands, and should circumstances require, it will contact the Richmond RCMP detachment or the City's bylaws department to request their assistance in addressing any issues regarding the behaviour of Housing Development tenants or members of the public;

- ii. it will provide the City with the contact telephone number and e-mail address of the designated staff contact person on duty at all times, and will promptly notify the City of any changes to such information;
 - iii. should any issues arise within the neighbourhood of the Housing Development regarding the operation of the Housing Development, or the conduct of any of the Housing Development's tenants, Community Builders will undertake to work with the neighbouring residents, the City, the CAC (as hereinafter defined) and other service providers in the City of Richmond to resolve such issues;
 - iv. it will promptly notify the City about any major incidents occurring in the building or on the property, including overdose fatalities; and
 - v. it will promptly notify the Richmond RCMP detachment if appropriate, about any instances it is aware of where members of the public have threatened or harassed any of the Housing Development's tenants.
- b. City staff (including representatives from the City's Bylaws department) will work with the Richmond RCMP to develop operational procedures for the first year of this MOU in response to potential security and safety issues at the Housing Development or in the surrounding neighbourhood arising from the Housing Development's tenants.

3. Property Maintenance.

- a. Community Builders will inspect the outdoor areas of the Lands, on a daily basis and properly dispose of any litter, garbage, needle or drug paraphernalia, or broken glass.
- b. Community Builders will inspect the outdoor areas immediately adjacent to the Lands on a daily basis and properly dispose of any litter, garbage, needle or drug paraphernalia, or broken glass attributable to the Housing Development or the Housing Development's tenants, as determined by Community Builders and the City, both acting reasonably.
- c. Community Builders will promptly notify the City and Vancouver Coastal Health of any ongoing or recurring issues with respect to litter, garbage, needle or drug paraphernalia, or broken glass left in the area.
- d. The City will develop operational procedures for its bylaw staff to respond to any potential garbage, needle/drug paraphernalia, animal control and overall maintenance challenges that may arise at the Housing Development, the Lands or in the surrounding neighbourhood.

4. Conduct of Tenants, Staff, Visitors and Volunteers.

- a. Community Builders will not permit the Housing Development's tenants, staff, visitors or volunteers to do anything at the Housing Development or the Lands which constitutes a nuisance or annoyance to any neighbouring properties, or their owners or occupants, and will work collaboratively with the Housing Development's tenants, staff, visitors or volunteers to avoid and/or address any such nuisance or annoyance.
- b. Without limiting the generality of the foregoing, Community Builders will work to ensure that the Housing Development's tenants, visitors and volunteers:
 - i. do not, through shouting, or other means, cause noise disturbances;
 - ii. do not, either individually or in a group, engage neighbours in inappropriate or unwanted interactions of any kind; and
 - iii. do not trespass on neighbouring properties.
- c. Community Builders will monitor smoking outside of the Housing Development to ensure compliance of the Housing Development's staff, tenants, visitors and volunteers with health regulations, including, without limitation, the City's Public Health Protection Bylaw No. 6989, to minimize possible impacts on pedestrians and the neighbourhood.
- d. Community Builders will clearly outline the tenants' code of conduct for the Housing Development (in its program agreement for the Housing Development). Prior to permitting a potential tenant to reside at the Housing Development, Community Builders will require a tenant to sign a document acknowledging that they have read and understood the tenant code of conduct provisions in Community Builders' program agreement for the Housing Development.
- e. Should Community Builders determine that a tenant is no longer suitable for the supportive housing at the Housing Development, Community Builders will work with the Commission to find alternate accommodation for that tenant that is more suitable to their needs.

5. Tenant Selection Process. Community Builders will select tenants for the Housing Development in accordance with the terms of the Operator Agreement, and specifically agree that in making their tenant selections they will:

- a. utilize the Vulnerability Assessment Tool (VAT) to determine the level of supports and services each potential tenant requires and the suitability of such potential tenant for tenancy in the Housing Development;
- b. prioritize City of Richmond citizens experiencing homelessness or at risk of homelessness for placement in the units at the Housing Development; and

- c. seek input and additional information from the Richmond RCMP, Vancouver Coastal Health and local community service providers on an as-needed basis.

6. **Community Advisory Committee.** Community Builders agrees that:

- a. it will establish a Community Advisory Committee (the "CAC") prior to occupancy of the Housing Development, and will cause the CAC to meet regularly and/or as needed to review any concerns or suggestions with respect to any issues relating to the Housing Development or the Housing Development's tenants that may have a negative impact on the neighbourhood;
- b. it will invite representatives from the following groups to be members of the CAC:
 - i. the Commission;
 - ii. Community Builders;
 - iii. the City (with representatives from the City's Affordable Housing and Bylaw departments);
 - iv. Richmond RCMP;
 - v. Vancouver Coast Health Authority; and
 - vi. Community members and community organizations, which may include representatives from local service providers, neighbouring residents, and neighbouring businesses;
- c. it will make the minutes of each CAC meeting available to the public; and
- d. it will give a presentation to City Council twice a year regarding the overall operations of the Housing Development, and such presentation will include an update and summary of the issues and concerns discussed by, and the actions taken by, the CAC since Community Builders' previous presentation to City Council.

7. **Complaint Mechanism.** Community Builders covenants and agrees that it will:

- a. promptly and effectively investigate any complaint (a "Complaint") made by an owner or occupant of another property within the neighbourhood of the Housing Development, or received by Community Builders from the City, regarding the Housing Development or the behaviour of the Housing Development's tenants (a "Complainant");
- b. promptly address such Complaint and advise the Complainant of the action(s) taken or to be taken to address such Complaint;

- c. maintain a written record of all Complaints it receives, and share information of such Complaints (and the action taken to address such Complaints) with City upon request.

8. Dispute Resolution Process.

- a. If the City notifies Community Builders of a complaint about the Housing Development or the Housing Development's tenants received by the City, then Community Builders will:
 - i. meet with the City and provide the City with information related to such complaint, if requested by the City; and
 - ii. allow the City to perform an on-site inspection of the Lands, if requested by the City, provided that the City has authority under the Lease, the City's bylaws or any other applicable law to perform such inspection.
- b. Subject to the availability of its staff, the Commission agrees to attend any meeting between the City and Community Builders regarding a complaint about the Housing Development or the Housing Development's tenants, if requested by the City.

9. **Term.** This MOU will commence on the earlier of the date first written above, the date of the Operator Agreement and the date of the Lease, and will end on the termination of this MOU in accordance with Section 10.

10. Termination.

- a. This MOU will terminate on the earlier of:
 - i. the date the Lease is terminated;
 - ii. the date Community Builders ceases to be the operator of the Housing Development;
 - iii. the date agreed to in writing by the parties; and
 - iv. the date the City terminates this MOU in accordance with Section 10.b.
- b. If and whenever Community Builders or the Commission default in observing or performing any of their obligations under this MOU, and such default continues for thirty (30) days after the City delivers to Community Builders and the Commission notice of the default, except that if the default by its nature, requires more than thirty (30) days to rectify, Community Builders and the Commission may have such further time agreed to by the City to rectify the default so long as the Commission and Community Builders begin to rectify the default promptly and thereafter proceed with all due diligence to rectify the default, then, and in every case, the City may immediately

terminate this MOU by providing written notice to the Commission and Community Builders.

11. Miscellaneous

- a. **Privacy Laws.** The parties agree that all provisions of this MOU are subject to any applicable laws governing the collection, use and disclosure of information relating to an identifiable individual.
- b. **Time.** Time is of the essence of this MOU.
- c. **Governing Law.** This MOU will be governed by and construed and enforced in accordance with the laws of British Columbia and the laws of Canada applicable therein.
- d. **Construction.** The division of this MOU into sections and the use of headings are for convenience of reference only and are not intended to govern, limit, or aid in the construction of any provision contained in this MOU. In all cases, the language in this MOU will be construed simply, according to its fair meaning, and not strictly for or against either party.
- e. **No Waiver.** No party will be deemed to have waived the exercise of any right under this MOU unless such waiver is in writing. Failure by a party to exercise any of its rights, powers or remedies hereunder, or its delay in doing so, shall not constitute a waiver of those rights, powers or remedies.
- f. **Relationship.** Nothing in this MOU will create any relationship between the City, the Commission and Community Builders.
- g. **Notices.** Any demand or notice which may be given pursuant to this MOU will be in writing and delivered or faxed and addressed to the other party as follows:

To the City:

City of Richmond
6911 No. 3 Road
Richmond, British Columbia V6Y 2C1
Attention: Director, Community Social Development

to the Commission:

1701 - 4555 Kingsway
Burnaby B.C. V5H 4V8
Attention: Manager, Real Estate Services
Fax: 604-439-4726

to Community Builders:

Community Builders, Executive Director
1060 Howe Street
Vancouver BC V6Z 1P5
Email: julieroberts703@gmail.com

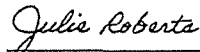
or at such other address or fax number as such party may specify in writing to the other party. The date of receipt of any such notice or demand will be deemed to be the date of delivery if such notice or demand is served personally, or, if transmitted by facsimile during the regular business hours of the party receiving the notice, on the date it was transmitted, or, if transmitted by facsimile outside regular business hours of the party receiving the notice, on the next regular Business Day of the party receiving the notice, or, if mailed as aforesaid on the fifth Business Day next following the date of such mailing; provided, however, that if mailed, should there be between the time of mailing and the actual receipt of the notice a mail strike, slow down of postal service or other labour dispute which affects the delivery of such notice, then such notice will be deemed to be received when actually delivered. For the purposes of this Section, "Business Day" means any day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia.

- h. **Assignment.** The Commission and Community Builders will not assign their respective interests in this MOU without the prior written consent of the City.
- i. **No Fettering and No Derogation.** Nothing contained or implied in this MOU shall:
 - i. affect, fetter or limit the discretion, rights, duties or powers of the City or the Council of the City under any enactment or at common law, including in relation to the issuance of development permits and building permits, or act to fetter or otherwise affect the City's discretion, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised as if this MOU had not been executed and delivered by the parties;
 - ii. impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this MOU;
 - iii. derogate from the obligation of the Commission or Community Builders under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligation in the exercise of its functions pursuant to the *Community Charter* or the *Local Government Act*, as amended or replaced from time to time; or
 - iv. relieve the Commission or Community Builders from complying with any enactment.

- j. **No Third Party Beneficiaries.** Nothing expressed or implied in this MOU is intended, or shall be construed, to confer upon or give any person, firm or corporation other than the parties hereto, and their respective successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this MOU whether by law or by equity, or result in such person, firm or corporation being deemed a third-party beneficiary of this MOU.
- k. **Non-Binding.** This MOU does not constitute a binding agreement but rather a statement of the parties' intent with respect to the proposed Housing Development. The existence of any such binding agreement is subject to the parties' execution of the agreement in a form that is mutually acceptable to all of the parties on the terms and conditions set forth herein.
- l. **Execution.** This MOU may be executed in any number of counterparts each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument, and signed counterparts of this MOU may be delivered personally or by mail or transmitted by facsimile transmission or by other means of electronic communication, including email attaching a PDF format.

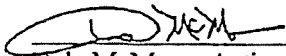
IN WITNESS WHEREOF the parties hereto have duly executed this MOU as of the date first above written.

**COMMUNITY BUILDERS HOUSING AND
SUPPORT SOCIETY**, by its authorized signatory:



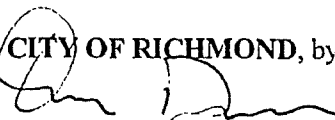
Julie Roberts, Executive Director

**BRITISH COLUMBIA HOUSING MANAGEMENT
COMMISSION**, by its authorized signatory:



Dale McMann, Acting Vice President, Operations

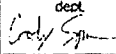
CITY OF RICHMOND, by its authorized signatories:



George Duncan, Chief Administrative Officer



Joe Erceg, General Manager, Planning and Development

CITY OF RICHMOND
APPROVED for content by originating dept. 
Legal Advice 
DATE OF COUNCIL APPROVAL (if applicable) July 12, 2021